



**Continental National Bank
of Fort Worth**

Member Southwest Bancshares Inc.

6-279A061

September 30, 1976

W. L. Nix
Vice President

Date Oct 5 1976

Fee \$ 50

ICS Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8507 Filed & Recorded

OCT 5 1976 3 12 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed herewith for recordation in accordance with 49 CFR, Part 1116, are an original and two certified copies of a Security Agreement dated September 24, 1976, executed by B & M Machine Company in favor of Continental National Bank of Fort Worth.

In compliance with 49 CFR 1116.4, we advise you as follows:

Name and Address of Debtor (Mortgagor)

B & M Machine Company
3524 Raider Road
Hurst, Texas 76053

Name and Address of Secured Party (Mortgagee)

Continental National Bank of Fort Worth
714 Houston Street
Fort Worth, Texas 76102

Description of Equipment Covered by Document

Twenty-eight (28) railway tank cars described as follows:

33,750 gallon capacity, DOT105A300W, A.A.R. mechanical designation T , bearing initials and numbers GLNX 34000 through 34027.

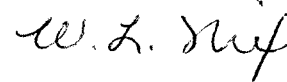
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Secretary
Interstate Commerce Commission
September 30, 1976
Page Two

Upon recordation you are authorized and requested to
return a copy of the enclosed document to:

Mr. Michael Nemeroff
Sidley & Austin
1730 Pennsylvania Avenue N.W.
Washington, D. C. 20006

Yours very truly,

A handwritten signature in cursive script, appearing to read "W. L. Nix".

W. L. Nix

WLN:sb

Enclosures

8507

SEP 5 1976 - 8 10 11

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made this 24th day of September, 1976, between B & M MACHINE COMPANY ("Debtor") 3524 Raider Road, Hurst, Tarrant County, Texas 76053 and CONTINENTAL NATIONAL BANK OF FORT WORTH ("Bank"), 714 Houston Street, Fort Worth, Tarrant County, Texas 76102.

Debtor and Bank have entered into a loan agreement (the "Loan Agreement") dated September 24th, 1976, under which Bank will lend to Debtor to finance Debtor's purchase of the 28 railway cars described below subject to, among other terms and conditions, the giving of this Agreement. Debtor has entered into an agreement (the "Management Agreement") with GLENCO TRANSPORTATION SERVICES, INC. ("Glenco") under which Glenco is to manage the railway cars for Debtor. Debtor, or Glenco acting on Debtor's behalf, as lessor, has entered, or promptly upon execution of this Agreement will enter, into two Tank Car Leases and Service Contracts (the "Leases") with RICHMOND LEASING COMPANY ("Richmond"), as lessee, one lease to cover 25 of the cars and the other to cover the remaining three, and Debtor, Glenco and Richmond have entered, or promptly upon execution of this Agreement will enter, into an agreement (the "Three-Party Agreement") with respect to cars. The Three-Party Agreement modifies, or will modify, the terms of the Leases to a certain extent, and as used in this Agreement, the term "Leases" includes the Three-Party Agreement.

Richmond, as sublessor, has entered into a sublease (the "Rail U. S. Sublease") with Rail U. S. Leasing Incorporated, as sublessee, covering the 25 cars covered by one of the Leases and has entered, or will enter, into another sublease (the "PPG Sublease") with PPG Industries, Inc. covering the remaining three cars.

IN CONSIDERATION of Bank's extending credit and advancing funds to Borrower and in order to secure payment of the Secured Indebtedness, Debtor does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY and ASSIGN unto Bank, and GRANTS Bank a security interest in, all of the following described property now owned or hereafter acquired by Debtor (the "Collateral"):

(a) Twenty-eight (28) railway tank cars (the "cars") described as follows:

33,750 gallon, DOT105A300W, car numbers
GLNX 34000 through 34027, inclusive,

together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the cars and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any of the cars, the term "cars" including all of the property described in this paragraph (a), whether now owned or hereafter acquired; and

(b) All present and future rents, revenues, issues, income, profits, rights, benefits, casualty payments, insurance proceeds, condemnation awards and all other payments and entitlements of any description whatever of, from or relating to any of the cars, regardless of whether the same may be classified as accounts, contract rights, chattel paper, general intangibles or any other class or type of property under the law of any jurisdiction; and

(c) All right, title, interest, claims and demands of any description whatever in, to and under the Leases, and either of them, and any extension of the term of either, and any other present or future lease, rental or other letting of any of the cars, together with all

present and future rights, powers, privileges, options and other benefits of Debtor thereunder; and

(d) All right, title, interest, claims and demands of any description whatever in, to and under the Management Agreement, together with all present and future rights, powers, privileges, options and other benefits of Debtor as a party thereto; and

(e) All proceeds of all of the foregoing;

And Debtor also hereby GRANTS to Bank the continuing immediate and irrevocable right and power, either in its own name or that of Debtor, to receive, collect, and give receipt for all present and future rents, revenues, issues, profits, rights, benefits, casualty payments, insurance proceeds, condemnation awards and other payments and entitlements of any description whatever of, from or relating to any of the cars, and to exercise every right and power and do all other acts and things which Debtor is or may become entitled to exercise or do under the Management Agreement, either of the Leases, and any other leasing or letting of the cars and any other agreement made with respect to the cars.

THIS GRANT IS MADE for the purpose of securing payment of the following obligations (the "Secured Indebtedness") of Debtor to Bank:

(a) all indebtedness arising by reason of the loan made by Bank to Debtor pursuant to the Loan Agreement whether evidenced by "Borrower's Note" given pursuant to the Loan Agreement or otherwise, Borrower's Note being a promissory note dated September 24, 1976, signed by Debtor and made payable to the order of Bank in the original principal amount of \$375,000.00; and

(b) any and all other or additional indebtedness or liabilities for which Debtor is now or may hereafter

become liable to Bank in any manner (including without limitation, overdrafts in a bank account), whether under the Loan Agreement or otherwise, either primarily or secondarily, absolutely or contingently, directly or indirectly, and whether matured or unmatured, joint, several, or joint and several, regardless of whether the same originated with Bank or was originally payable to or in favor of someone other than Bank or is or was acquired by Bank by assignment or otherwise; and

(c) any and all extensions and renewals of and substitutes for any of the foregoing indebtedness and liabilities or any part thereof.

Debtor REPRESENTS, WARRANTS and AGREES to and with Bank as follows:

Section 1. Payment. Debtor promises to pay the Secured Indebtedness punctually when due, and if any of the Secured Indebtedness is not evidenced by a writing specifying a due date, to pay the same upon demand, all Secured Indebtedness being payable to Bank at its address shown above.

Section 2. Purchase Money Interest. Proceeds of the loan made by Bank to Debtor pursuant to the Loan Agreement shall be used solely to enable Debtor to purchase certain of the cars and the other cars have been or shall be purchased by Debtor using its own funds.

Section 3. Place of Business and Records. (1) Debtor's chief place of business and chief executive office and office where its records of accounts and contract rights and other business records are kept is at the address in Tarrant County, Texas, shown above and shall not be changed without Bank's prior written approval.

(2) Debtor shall at all times keep complete and accurate records of the Collateral. Bank may, from time to time, have access to and examine and copy such records. When required by Bank, Debtor shall furnish Bank with such certificates (in such form as Bank may specify) and other data concerning any or all

of the Collateral as Bank may require. Bank may request confirmation and information directly from Richmond or any other lessee of any of the cars, from the account debtor or other obligor obligated with respect to any of the Collateral, and from Glenco or any person managing or dealing with any of the Collateral on Debtor's behalf.

Section 4. Title. (1) Debtor is and shall remain absolute owner of all of the Collateral, free of any encumbrance or claim in favor of another, except for the security interest of Bank, and Debtor, at its expense, shall defend against all claims and demands of any person at any time claiming any interest in any of the Collateral adverse to Bank. All rights of Glenco under the Management Agreement or of any other managing party and all present and future leases and subleases of any of the cars are and shall be subordinate to the rights of Bank.

(2) Except for any financing statement in favor of Bank, no financing statement or other filing covering any of the Collateral has been executed by Debtor or is on file with any public office. Debtor has not granted or given and shall not grant or give a security interest or financing statement covering any of the Collateral to anyone other than Bank. Upon Bank's request, and at Debtor's expense, Debtor shall execute and deliver to Bank and procure the execution and delivery by third parties of such financing statements, transfers, agreements and other instruments and documents and do all other acts and things which, in the judgment of Bank, are necessary or proper to establish and maintain in favor of Bank a valid first and prior security interest in the Collateral. Upon Debtor's failure to do so, Bank may sign any financing statement or other instrument or document on Debtor's behalf. Debtor shall pay the cost of preparing and filing all financing statements and other instruments and documents.

(3) Debtor shall immediately cause each car to be plainly, distinctly, permanently and conspicuously stenciled with the

following legend on each side of the car in letters of not less than one inch in height:

THIS CAR IS SUBJECT TO A SECURITY AGREEMENT
AND CHATTEL MORTGAGE RECORDED UNDER THE UNIFORM
COMMERCIAL CODE AND SECTION 20c OF THE INTERSTATE
COMMERCE ACT.

(4) Debtor shall conspicuously mark its copy of all leases covering any of the cars and its records of car leases with a notation reflecting this assignment to Bank. Upon Bank's request, Debtor shall deliver to Bank the original of each Lease and any other lease or other agreement covering any of the cars.

(5) If any of the Collateral is or becomes subject to any certificate of title statute or similar registration law of any jurisdiction, Debtor shall cause Bank's interest to be noted on the certificate or otherwise in accordance with the law.

Section 5. Sales. Except as expressly provided in Section 6, Debtor may not sell, lease or otherwise dispose of any of the Collateral or any interest in any of the Collateral, except such items as to which Debtor has previously obtained Bank's written release.

Section 6. Leasing of Cars. (1) If both of the Leases are not already executed as of the date of this Agreement, Debtor shall execute and secure the execution of both leases promptly after execution of this Agreement. Debtor shall keep and perform all of its obligations under the Management Agreement, the Leases, and any other leasing or letting of any of the cars and shall not suffer or permit any event or condition to occur or exist which gives rise to a right in favor of the lessee under either of the Leases or Glenco under the Management Agreement to withhold rental or other payments from Debtor other than withholding normal management or service fees.

(2) Without Bank's prior written approval, Debtor may not amend, modify, supplement, change, terminate or accept a surrender of, the Management Agreement or the Lease covering the cars subleased under the Rail U. S. Sublease, nor may Debtor suffer or permit any material modification of the Rail U. S. Sublease and

in no event any modification in that Sublease which results in any decrease in the rent or other payments payable thereunder.

Further:

(a) In the event of termination of the Lease covering the cars leased under the Rail U. S. Sublease, Borrower shall obtain another lease of the cars upon terms and conditions and with a lessee satisfactory to Bank and with the term commencing not later than the effective termination date of the Rail U. S. Sublease; and

(b) In the event of termination of the Management Agreement, Borrower shall obtain a similar agreement upon terms and conditions and with another managing party satisfactory to Bank and with a term commencing not later than the effective date of the termination of the Management Agreement; and

(c) In the event of termination of the Rail U. S. Sublease, Debtor shall obtain, or cause Glenco or Richmond to obtain, another sublease of the cars upon terms and conditions and with a sublessee satisfactory to Bank and with a term commencing not later than the effective date of termination of the Rail U. S. Sublease.

(3) In the event of termination of the PPG Sublease, Debtor shall obtain another lease of the cars upon terms and conditions and with a lessee satisfactory to Bank and with a term commencing not later than 30 days after expiration of the original Lease.

Section 7. Collections. (1) In the absence of contrary instructions from Bank, Debtor, at its expense, shall take all necessary action promptly to collect rents and other payments included in the Collateral, and shall promptly advise Bank of any nonpayment punctually when due by the lessee, account debtor or other obligor obligated with respect to any of the Collateral.

(2) When and to the extent required by Bank, Debtor (a) shall immediately upon receipt deposit all proceeds of Collateral in a collateral collection account with Bank in the exact form

received (with any necessary endorsement) and without commingling with other property and (b) shall immediately notify lessees, account debtors and other obligors obligated with respect to any of the Collateral to make payments directly to Bank.

(3) At its option, at any time and at Debtor's expense, Bank may notify lessees, account debtors and other obligors obligated with respect to any of the Collateral to make payments directly to it and may collect, sue, compromise on terms it considers proper, endorse, settle or otherwise deal with any of the Collateral and proceeds of Collateral, either in its own name or that of Debtor. After deduction of any expenses of collection, including attorneys' fees, all proceeds received by Bank shall be applied to payment of the Secured Indebtedness, whether due or not, in such order as Bank may choose. At any time, and from time to time, Bank may make like application of the balance of the collateral collection account or it may release all or part of the balance to Debtor.

(4) Debtor shall furnish Bank with a copy of all reports of receipts and disbursements with respect to the cars received by Debtor from Glenco or other party managing the cars on Debtor's behalf.

Section 8. Use and Maintenance of Collateral. (1) Debtor shall not suffer or permit the cars to be used or taken outside of the continental United States (excluding Alaska) and Canada or used in violation of any applicable law or governmental regulation.

(2) Debtor shall not suffer or permit the cars to be damaged, wasted or allowed to depreciate, ordinary wear and tear from their intended primary use excepted. Without limiting the foregoing, Debtor shall maintain the cars as may, from time to time, be required by all applicable governmental rules and regulations and interchange rules of the American Association of Railroads or similar rules governing use and maintenance of the cars.

(3) Bank may inspect the cars at any time, and upon request, Debtor shall inform Bank of the location of the cars.

Section 9. Taxes and Insurance. Debtor shall pay when due all taxes and assessments and discharge any liens upon the Collateral or its use and shall maintain insurance as required by the Loan Agreement. All policies, or other proof of issuance satisfactory to Bank, together with proof of premium payment, shall be furnished to Bank, and all policies shall provide for a minimum of ten (10) days' written cancellation notice to Bank. Debtor appoints Bank its attorney-in-fact to cancel such insurance, to adjust and settle claims thereunder, and to endorse the drafts of any insurers. All proceeds of any policy, including any refunded unearned premium, may be received by Bank and applied to payment of the Secured Indebtedness, whether due or not in such order as Bank may elect. If Debtor fails to pay any tax or assessment, discharge any lien or maintain insurance as required, Bank may, at its option, pay, discharge or obtain the same, though not required to do so, and never to be liable for failing to do so, and Debtor shall reimburse Bank on demand for any payment made by Bank in so doing, with interest at the rate of 10% per annum from date of payment.

Section 10. Law Applicable - Effect of Agreement. (1) This Agreement is made under and shall, in all respects, be governed by the law of the State of Texas, including (without limitation) all matters of construction, interpretation, validity, performance and perfection.

(2) This Agreement shall be deemed and construed to be, and may be enforced as, a security agreement, chattel mortgage, assignment or power of attorney, and as one or more of them if appropriate under the laws of any jurisdiction, and by granting Bank a security interest in the Collateral, it is intended to grant Bank such rights and remedies as are available under the laws of any other jurisdiction analogous to a security interest under the law of the State of Texas regardless of how such rights

and remedies may be characterized under the law of the other jurisdiction.

(3) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent prohibited or unenforceable without invalidating the remaining provisions of this Agreement in that jurisdiction or any provision of this Agreement in any other jurisdiction. In the event of a partial invalidity in any jurisdiction, the remaining provisions of this Agreement shall be liberally construed so as to give effect, to the greatest extent permissible, to the intention expressed by the invalid provision.

Section 11. Default and Remedies. As used in this Agreement, the term "Event of Default" means the occurrence or existence of any of the following events or conditions:

(a) Debtor's failure to make punctual payment when due of any of the Secured Indebtedness or the failure of Borrower to keep or perform any covenant, agreement or undertaking contained in this Agreement, the Loan Agreement or any other agreement with Bank (whether now existing or made hereafter); or

(b) Any warranty, representation or statement contained in this Agreement or in the Loan Agreement or made or furnished to Bank by or on behalf of Debtor in connection with the Loan Agreement or to induce Bank to extend credit to Debtor proves to have been false in any material respect when made or furnished; or

(c) The default by Debtor in the performance of any obligation owed to someone other than Bank resulting in acceleration or maturity of any indebtedness or the commencement of any foreclosure proceedings against Debtor except and so long as being contested in good faith provided Bank is given prompt notice of the acceleration or commencement of proceedings; or

(d) Debtor's insolvency, forfeiture of right to do business or business failure, or the appointment of a receiver for

any part of the property of Debtor or Debtor's assignment for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency law by or against Debtor; or

(e) The attachment, garnishment or other seizure by judicial process of any amount loaned or advanced or to be loaned or advanced to Debtor under this Agreement or of any property of Debtor, or any loss, theft, substantial damage or destruction of any of the cars; or

(f) The commencement or existence of any litigation or governmental proceedings against Debtor which, in the opinion of Bank, will materially adversely affect the financial condition or continued operation of Debtor; or

(g) Any material adverse change in the financial condition of Debtor; or

(h) The occurrence or existence of any "Event of Default" under any of the Loan Agreement, the "Events of Default" therein defined being cumulative to each other and to the others stated in this Section 11; or

(i) Termination of the Lease covering the cars leased under the Rail U. S. Sublease unless Debtor obtains another lease of the cars upon terms and conditions and with a lessee satisfactory to Bank and with a term commencing not later than the effective date of termination of the Lease; or

(j) Termination of the Management Agreement unless Debtor obtains a similar agreement upon terms and conditions and with another managing party satisfactory to Bank and with a term commencing not later than the effective date of termination of the Management Agreement; or

(k) The occurrence or existence of any event or condition which gives rise to a right in favor of the lessee under either of the Leases or Glenco under the Management Agreement to withhold rental or other payments from Debtor other than withholding for normal management or service fees; or

(1) Termination of the Rail U. S. Sublease unless Debtor, Glenco or Richmond obtains another sublease of the cars upon terms and conditions and with a sublessee satisfactory to Bank and with a term commencing not later than the effective date of termination of the Rail U. S. Sublease.

Section 12. Remedies. (1) Upon the occurrence of an Event of Default, and at any time thereafter, Bank may, without notice to Debtor, declare all or any of the Secured Indebtedness immediately due and payable and Bank will have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of Texas, including, without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Bank may enter upon any premises upon which the Collateral or any part thereof may be situated and remove it. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank.

(2) Unless the Collateral is perishable or threatens to decline speedily in value, or is of the type customarily sold on a recognized market, Bank shall give Debtor notice of the time and place of any public sale or other disposition of Collateral or the time after which any private sale or other disposition is to be made by sending notice, as provided below, at least five (5) days before the sale or disposition, which provisions for notice Debtor agrees are reasonable.

(3) After deducting all costs and expenses of every kind incurred or incidental to the retaking, holding, advertising, preparing for sale or disposition or selling, leasing or otherwise disposing of the Collateral, or in any way relating to Bank's rights, including, without limitation, attorneys' fees, legal expenses and costs of any repairs considered necessary by Bank, all of which costs and expenses Debtor agrees to pay, Bank may

apply the net proceeds of any sale, lease or other disposition of the Collateral to payment of the Secured Indebtedness, whether due or not, in such order as Bank may elect, and only after full payment of all Secured Indebtedness and all other payments which Bank may be required by law to make, need Bank account to Debtor for any surplus. Debtor shall remain liable to Bank for the payment of any deficiency, with interest at the rate of 10% per annum.

(4) The Management Agreement and all present and future leases and subleases of the cars are and shall be subordinate to the rights of Bank. Upon the occurrence of an Event of Default Bank may, at its option, take possession of the cars and terminate all services of Glenco with respect to the cars regardless of whether Bank's so doing may result in any breach of contract on the part of Debtor, and Bank shall have no liability to Debtor, Richmond, Glenco, or any other lessee, sublessee or any other person for so doing. Debtor shall indemnify Bank from all claims and demands which may be asserted against it by reason of Bank's termination of the services of Glenco or other managing party or taking possession of the cars after an Event of Default.

(5) Whenever an attorney is used to collect any Secured Indebtedness or enforce any right of Bank against Debtor under this Agreement, whether by suit or other means, Debtor agrees to pay to Bank a reasonable attorneys' fee. Debtor also agrees to pay Bank's attorneys a reasonable fee for enforcing against third parties any other rights of Bank pertaining hereto, including undertaking collection of any Collateral and defending against any claims pertaining to the Collateral.

Section 13. Miscellaneous Provisions. (1) Debtor releases Bank from any and all claims for loss or damage caused by any act or omission (except willful misconduct) on the part of Bank, its officers, agents and employees, including without limitation, failure to collect any payment included in the Collateral, to

preserve rights against prior parties, or to enforce any other right. Debtor waives protest of all commercial paper at any time held by Bank on which Debtor is in any way liable, notice of nonpayment at maturity of any instrument, account, chattel paper or other obligation, and notice of any action taken by Bank except where action is required by this Agreement.

(2) No act, delay, omission or course of dealing between Debtor and Bank will be a waiver of any of Bank's rights or remedies under this Agreement, and no waiver, change, modification or discharge in whole or in part of this Agreement or of any of the Secured Indebtedness will be effective unless in a writing signed by Bank. A waiver by Bank of any rights or remedies under the terms of this Agreement or with respect to any Secured Indebtedness on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion. All rights and remedies of Bank hereunder are cumulative and may be exercised singly or concurrently and the exercise of any one or more of them will not be a waiver of any other. The rights specified in this Agreement are in addition to those otherwise created, whether by law or agreement.

(3) This Agreement is binding upon Debtor, its successors, assigns, receivers and trustees, and shall inure to the benefit of Bank, its successors and assigns.

(4) This Agreement constitutes a part of the Loan Agreement, and each time reference is made in this Agreement to the Loan Agreement or any other agreement between the parties, or to any portion thereof, the other agreement or portion is made a part of this Agreement, the same as if set out verbatim at each point at which such a reference is made.

(5) Any notice required or permitted by any party to this Agreement shall be in writing and may be delivered personally to the person in charge of the office of the party being given such

notice or by certified mail, return receipt requested, at the party's address indicated below, and any notice will be effective upon delivery in the case of personal delivery or upon depositing in the mail, postage prepaid, in the case of delivery by mail.

The addresses of the parties are as follows:

Bank: Continental National Bank
of Fort Worth
714 Houston Street
Fort Worth, Texas 76102
Attention: W. L. Nix

Borrower: B & M Machine Company
3524 Raider Road
Hurst, Texas 76053

(6) Section headings used in this Agreement are intended for convenience only and not necessarily to describe the content of a particular section and, therefore, shall not be construed as limiting the effect of any provision of this Agreement.

(7) As used in this Agreement: (a) "Bank and "Borrower" include their respective successors, representatives, receivers and trustees and assigns; and (b) unless context otherwise requires, (i) words in the singular number include the plural and in the plural number include the singular and (ii) words of the masculine gender include the feminine and neuter and words of the neuter gender may refer to any gender.

EXECUTED in multiple originals at Fort Worth, Tarrant County, Texas, on the date first above written.

B & M MACHINE COMPANY

By

Glenn Boydston
Glenn Boydston, President

ATTEST:

Charlene Boydston
Secretary

CONTINENTAL NATIONAL BANK
OF FORT WORTH

By

W. L. Nix
W. L. Nix, Vice President

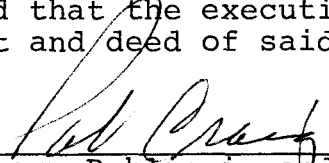
ATTEST:

Charlene Boydston

Kenneth L. Knowles
att. V.P.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

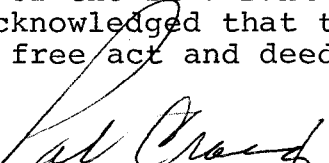
On this 24 day of September, 1976, before me personally appeared GLENN BOYDSTUN, to me personally known, who being by me duly sworn, says that he is the President of B & M MACHINE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument has been signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

 **PAT CRAIG**
Notary Public in and for
Tarrant County, Texas

My Commission Expires: 6-77

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

On this 24 day of September, 1976, before me personally appeared W. L. NIX, to me personally known, who being by me duly sworn, says that he is the Vice President of CONTINENTAL NATIONAL BANK OF FORT WORTH, that the seal affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument has been signed and sealed on behalf of the said Bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

 **PAT CRAIG**
Notary Public in and for
Tarrant County, Texas

My Commission Expires: 6-77